END USER LICENSE AGREEMENT FOR FLOCK9 SOFTWARE

BETWEEN:,   **FLOCK9 BV** a limited corporation duly incorporated under the laws of The Netherlands, having its head quarters at Dammekant 54, 2411 CE Bodegraven, the Netherlands, registered under nr 90125517 of the Dutch Chamber of Commerce, hereinafter referred to as **"FLOCK9"**

AND:

                                            "END USER"

        WHEREAS FLOCK9 (flock9.io) is engaged in the development and commercialization of the FLOCK9 software solutions Slurp'it (slurpit.io) and Netpicker (netpicker.io) which act as an integrated platform for network discovery, -compliance, -automation and -orchestration across multi-vendor infrastructures and 3rd party integrations

        WHEREAS END USER has ordered SOFTWARE from FLOCK9 and wishes to acquire or subscribe the non-exclusive right to use the SOFTWARE solely for its business operations and FLOCK9 is prepared to grant such rights, the whole in accordance with the terms and conditions hereinafter set forth;

IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 <u>Definitions</u>. For the purposes of this AGREEMENT or any notice, consent, authorization, direction or other communication required or permitted to be given hereunder, the following words shall have the following meanings, respectively, unless the context otherwise requires:

1.1.1 "AGREEMENT" refers to this agreement.

1.1.2 "CONFIDENTIAL INFORMATION" refers to information of a PARTY if either (i) it is disclosed by the PARTY to the other PARTY in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like; or (ii) (a) it is disclosed by a PARTY to the other PARTY in non-tangible form and is identified as confidential at the time of disclosure; and (b) it contains the disclosing PARTY's customer lists, customer information, technical information, ideas, concepts, projects, specifications, records, data, data model, know-how, models, plans, business plans, programs, algorithms, software source code, object code and related DOCUMENTATION, products, formulas, systems, methods, processes, discoveries, technologies, inventions, artistic, works as as well as other technical and commercial information, whether patentable or not, whether copyrightable or not and whatever the form they may take (digital, analogue or hard copy), pricing information, pricing methodologies, or information regarding the disclosing PARTY's business planning or business operations. In addition, notwithstanding anything in this Agreement to the contrary, (i) the terms of this Agreement will be deemed CONFIDENTIAL INFORMATION of each PARTY; (ii) the design of the FLOCK9 software and services will be considered CONFIDENTIAL INFORMATION of FLOCK9. Notwithstanding anything in this Agreement to the contrary, the following shall be considered CONFIDENTIAL INFORMATION of END USER: all data residing on any END USER Equipment, the portions of END USER's commercial software and documentation that are not available to the general public via the internet, all performance, uptime and similar data related to END USER's internal system.

1.1.3 "CURRENT VERSION" refers to the most recent RELEASE/VERSION of the FLOCK9 SOFTWARE provided or made available by FLOCK9.

1.1.4 "DOCUMENTATION" refers to all FLOCK9 user guides, technical manuals, training course materials, and all other user instructions or documentation, prepared by FLOCK9 from time to time regarding the functionalities, capabilities, operation, installation, and use of the SOFTWARE, including but not limited to manuals, handbooks, flow charts, technical information, and other reference materials relating to the SOFTWARE.

1.1.5 "EFFECTIVE DATE" refers to the date of execution of the MASTER AGREEMENT.

1.1.6 "ERROR" refers to the failure of the SOFTWARE to function in accordance with the documentation provided by FLOCK9, which may be amended from time to time at the discretion of FLOCK9.

1.1.7 "LICENSE" shall have the meaning ascribed at Section 2.1 hereof.

1.1.8 "MAINTENANCE MODIFICATIONS" refers to changes performed to the SOFTWARE to correct any ERRORS therein but that do not alter the functionality of the SOFTWARE or add new functions thereto.

1.1.9 "MASTER AGREEMENT" refers to the commercial agreement entered into between END USER and FLOCK9 by means of a signed quote or an on-line purchase order .

1.1.10 "M&S SERVICES" refer to maintenance and support services provided by FLOCK9 under maintenance and support policies which may be amended from time to time at FLOCK9 discretion, provided that such amendments do not have a material negative impact on the level of support provided to END USER. So long as the monthly SOFTWARE USAGE & SUPPORT FEES are paid to FLOCK9 or an FLOCK9 agent on an on-going basis, the END USER shall be entitled to M&S SERVICES

1.1.11 "MODULE" refers to a self-contained unit of the SOFTWARE that has its own discrete function.

1.1.12 "PARTY " means a party to this AGREEMENT.

1.1.13 "RELEASE" refers to a redistribution of the SOFTWARE containing an aggregation of MAINTENANCE MODIFICATIONS, enhancements and/or UPDATES.

1.1.14 "SOFTWARE" refers to individually each and collectively all, of the computer programs or MODULES offered by FLOCK9, as to each program or MODULE, the related DOCUMENTATION. As long as the M&S SERVICE- or subscription fees are paid to FLOCK9, MAINTENANCE MODIFICATIONS, UPDATES, RELEASES and VERSIONS to the SOFTWARE or to any MODULES thereof as made available by FLOCK9 to END USER..

1.1.15 "SOFTWARE USAGE & SUPPORT FEES" refers to the fee payable yearly by END USER in respect of the rights granted hereunder, as amended from time to time.

1.1.16 "SOURCE CODE" shall mean all the computer programs forming part of the SOFTWARE written in higher-level programming languages, accompanied by comments such that it is intelligible to trained programmers and may be translated to computer executable code through the process of compiling.

1.1.17 "TRADEMARKS " means, inter alia, the FLOCK9 trademarks, trade names and other identifying marks.

1.1.18 "UPDATE" refers to a package of SOFTWARE corrections as well as revisions addressing ERRORS and/or common functional and performance issues.

1.1.19 "VERSION" shall mean electronic media containing major new software features packaged and delivered as a significant revision to SOFTWARE.

2 LICENSE

2.1 <u>Rights granted</u>. Subject to the terms and conditions set forth herein and to the yearly payment of the SOFTWARE USAGE & SUPPORT FEES, FLOCK9 hereby grants to END USER the non-exclusive and non-transferable license ("LICENSE") to use each ordered MODULE of the SOFTWARE, solely for its business operations in accordance with the END USER engagement for which the SOFTWARE has been ordered as indicated in the order and/or MASTER AGREEMENT. END USER may allow its contractors to use the SOFTWARE for this purpose subject to the terms of this AGREEMENT. DOCUMENTATION is available online.

2.2 <u>Rights to Sublicense</u>. END USER shall have no right to assign, transfer, sell or sublicense the LICENSE granted in this AGREEMENT unless authorized in this AGREEMENT or with prior written consent.

2.3 <u>Non-Exclusivity</u>. Nothing herein shall be interpreted so as to prevent FLOCK9 to use, develop, market and commercialize the SOFTWARE, or any parts or derivatives thereof, or granting to third parties the right to use, develop, market and commercialize the SOFTWARE, or any parts of derivatives thereof.

2.4 <u>Trade-Marks.</u> The END USER shall use the TRADE-MARKS of FLOCK9 only in accordance with the terms and provisions of this AGREEMENT and in such manner as to sufficiently protect and preserve all the rights of FLOCK9 in such TRADE-MARKS.

2.5 <u>Restrictions</u>. Unless authorized pursuant to the terms of this AGREEMENT, END USER shall not:

(a) make any copies of the SOFTWARE (and the SOURCE CODE) within the framework of this License except one copy of any machine-readable portion solely as required for normal archival or security back-up purposes for such END USER;
(b) enable in any way copying of the SOFTWARE (or the SOURCE CODE) by a third party;
(c) transcribe or translate the object code of the SOFTWARE in another language or on other equipment, except for the purposes provided herein;
(d) reverse engineer the SOFTWARE, decompile or reverse compile, disassemble, list, print or display the object code versions of the Software otherwise create or permit, allow, assist others to create the SOURCE CODE of the SOFTWARE or obtain other FLOCK9 CONFIDENTIAL INFORMATION, except for the purposes provided herein;
(e) sublicense, or otherwise transfer rights to the SOFTWARE, in whole or in part;
(f) make the SOFTWARE available in any manner to any third party for use in the third-party business operations;
(g) use the SOFTWARE to provide third-party training, except for training END USER's licensed users;
(h) modify or create any derivative works of the SOFTWARE or DOCUMENTATION, including localization;
(i) remove or alter any TRADEMARKS, logo, copyright or other proprietary notices, legends, symbols or labels in the SOFTWARE;
(j) in any way use the TRADEMARK in connection with any item, product or service other than the SOFTWARE;
(k) assign this AGREEMENT or give or transfer the SOFTWARE or an interest in the SOFTWARE to another individual or entity (and if you grant a security interest in the SOFTWARE, the secured party has no right to use or transfer the SOFTWARE).

2.6 <u>Property Rights</u>. Title, ownership rights, and intellectual property rights in the SOFTWARE or any part or derivative thereof, the SOURCE CODE, the related DOCUMENTATION and the TRADEMARKS shall remain exclusively in FLOCK9. END USER acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with FLOCK9 exclusive ownership of or rights with respect to the SOFTWARE, the SOURCE CODE, the related DOCUMENTATION and the TRADEMARKS.

2.7 <u>Audit.</u> Upon 45 days written notice, FLOCK9 may audit END USER's use of the SOFTWARE. END USER agrees to cooperate with an audit and provide reasonable assistance and access to information. END USER agrees to pay within 30 days of written notification any underpaid fees. If END USER does not pay, FLOCK9 can end END USER's M&S SERVICES, licenses and this AGREEMENT.

2.8 <u>Consideration</u>. In consideration of the rights granted herein, END USER shall pay the yearly SOFTWARE USAGE & SUPPORT FEES to FLOCK9.

2.9 <u>Term</u>. Notwithstanding any other provision of the AGREEMENT, the LICENSE shall become effective as of the EFFECTIVE DATE and shall remain in full force and effect for the period stated in the MASTER AGREEMENT, unless it is canceled as provided hereunder.

2.10 <u>Termination</u>. FLOCK9 may terminate this AGREEMENT upon the occurrence of any or more of the following events: (a) END USER fails to comply with the license restrictions in paragraph 2.5; (b) END USER ceases to function as a going concern or to conduct its operations in the normal course of business; except as provided in paragraph 8.9 herein (c) the insolvency, dissolution, bankruptcy, assignment for the benefit of creditors of END USER.

2.11 <u>Effect of Termination or Expiration</u>. Upon termination of this AGREEMENT as per paragraph 2.10 or at the end of the Term (Expiration), the END USER shall immediately cease to receive M&S services, cease to access any FLOCK9 sites for which FLOCK9 has provided an access code pursuant to the LICENSE and shall return to FLOCK9 promptly and without charge all materials relating to the SOFTWARE that END USER may have in case of a subscription contract. The termination or expiration of this AGREEMENT shall not release END USER

from the obligation to pay any sum due to FLOCK9, which have accrued prior to the end of this AGREEMENT. Upon termination or expiration of this AGREEMENT, the END USER shall promptly return to FLOCK9, without charge, all materials relating to the CONFIDENTIAL INFORMATION of FLOCK9. Section 5 hereof shall survive the termination or expiration of this Agreement.

2.12 Export Control Regulations. FLOCK9 acknowledges that the SOFTWARE may be subject to export or import laws and regulations. Each PARTY agrees to comply with such regulations as they may apply to such PARTY.

2.13 Language. The SOFTWARE interface (GUI, dialogue boxes, menus, etc.) and DOCUMENTATION will be available in English.

2.14 Open-Source. FLOCK9 has the right to use open source components. FLOCK9 is not liable for these components, but will ensure proper functioning with the rest of the application.

2.14. Community templates. Templates that have been created by third parties within the End-User's organization and for which FLOCK9 has obtained permission from the third party in question to share these templates with the FLOCK9 community, may be shared by FLOCK9 without the Other Party or the End-User having any valid claim against FLOCK9 nor constitute a possible infringement of the rights of the Other Party.

2.15. License key. FLOCK9 has the authority to take technical measures to protect its Software. If FLOCK9 has secured the Software with technical protection such as encryption, the Other Party is not permitted to break, remove and/or circumvent this security.

3 WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

3.1 FLOCK9 warrants that SOFTWARE will substantially operate as described in the applicable DOCUMENTATION for 30 days after FLOCK9 delivers SOFTWARE to END USER.

3.2 FLOCK9 DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE

4 CONFIDENTIAL INFORMATION AND NON SOLICITATION

4.1 Except as expressly permitted in this document, no PARTY will, without the prior written consent of the other PARTY, disclose any CONFIDENTIAL INFORMATION of the other PARTY to any third party or use any CONFIDENTIAL INFORMATION for any purpose other than the purposes contemplated by this Agreement.

4.2 Other than the terms and conditions of this Agreement, information will not be deemed CONFIDENTIAL INFORMATION hereunder if such information (i) is known to the receiving PARTY prior to receipt from the disclosing PARTY directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing PARTY; (ii) becomes known (independently of disclosure by the disclosing PARTY) to the receiving PARTY directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing PARTY; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving PARTY; (iv) is disclosed after the end of the Term; or (v) is independently developed by the receiving PARTY. Notwithstanding the foregoing, the terms and conditions of this Agreement will cease being confidential if, and only to the extent that, they become publicly known, except through a breach of this Agreement by the receiving PARTY.

4.3 Each PARTY will secure and protect the CONFIDENTIAL INFORMATION of the other PARTY (including, without limitation, the terms of this Agreement) in a manner consistent with the steps taken to protect its own trade secrets and confidential information, but not less than a reasonable degree of care. Each PARTY may disclose the other PARTY's CONFIDENTIAL INFORMATION where (i) the disclosure is required by applicable law or regulation or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other PARTY with adequate time for such other PARTY to seek a protective order; (ii) if in the opinion of counsel for such PARTY, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; or (iii) the disclosure is reasonably necessary and is to that PARTY's, or its Affiliates, employees, officers, directors, attorneys, accountants and other advisors, or the disclosure is

otherwise necessary for a PARTY to exercise its

rights and perform its obligations under this Agreement, so long as in all cases the disclosure is no broader than necessary and the person or entity who receives the disclosure agrees prior to receiving the disclosure to keep the information confidential. Each PARTY is responsible for ensuring that any CONFIDENTIAL INFORMATION of the other PARTY that the first PARTY discloses pursuant to this document (other than disclosures pursuant to clauses (i) and (ii) above that cannot be kept confidential by the first PARTY) is kept confidential by the person receiving the disclosure.

4.4 Term. The confidentiality and non-use undertakings herein mentioned will remain in full force and effect during the whole term of the present AGREEMENT and until such item becomes part of the public domain through no breach of this AGREEMENT and shall survive the termination of this AGREEMENT pursuant to Section 2.9 hereof.

4.5 Non-Solicitation. Each PARTY agrees that it shall not solicit, hire or employ in any capacity, any employees or contractors of the other PARTY with whom it has had contact in connection with this AGREEMENT, except i) with the prior written consent of the other PARTY prior to being hired by the other PARTY or ii) after one (1) year of such employee ceasing to be employed by the other PARTY. This Section shall survive the termination of this AGREEMENT for any reason.

4.6 Remedies. Each PARTY acknowledges that any use or disclosure of the other PARTY's CONFIDENTIAL INFORMATION other than as specifically provided for in this AGREEMENT, including any applicable schedules attached hereto, and any breach of Section 4 hereto by a PARTY may result in irreparable injury and damage to the non-disclosing or other PARTY, as the case maybe, for which damages alone would be insufficient. Notwithstanding any arbitration provision, each PARTY shall be entitled to seek injunctive and other relief to enforce its rights under this Section in any court accepting jurisdiction.

5 INDEMNIFICATION

5.1 Infringement. FLOCK9 will, at its own expense, defend or settle any claim, suit, action or proceeding brought against the END USER by a third party ("CLAIM") to the extent that the CLAIM is based on an allegation that use of the then-current VERSION of the SOFTWARE in accordance with this AGREEMENT and the DOCUMENTATION directly infringes any patent, copyright or trademark, or misappropriates any trade secret ("INFRINGEMENT") provided that the END USER (i) shall have given prompt written notice of such CLAIM to FLOCK9; (ii) permits FLOCK9 to retain sole control of the investigation, defense or settlement of such CLAIM, and (iii) shall provide FLOCK9 with such cooperation and assistance as FLOCK9 may reasonably request from time to time in connection with the investigation, defense or settlement thereof. FLOCK9 shall have no obligation hereunder to indemnify the END USER for any claim(s) (a) resulting from the use of the SOFTWARE other than as authorized in this AGREEMENT and in the manner described in the DOCUMENTATION, (b) resulting from a modification of the SOFTWARE other than by FLOCK9, or (c) based on the END USER's use of the SOFTWARE after FLOCK9 recommends discontinuation because of possible or actual INFRINGEMENT or use of a superseded or altered RELEASE of SOFTWARE, if the

INFRINGEMENT would have been avoided by use of a current unaltered RELEASE of the SOFTWARE made available to the END USER. If the SOFTWARE is adjudged by a court of competent jurisdiction to infringe, and the END USER's use of such SOFTWARE is enjoined, FLOCK9 shall, at its expense and option either (i) obtain for the END USER the right to continue using the SOFTWARE, (ii) replace the SOFTWARE with a functionally equivalent non-INFRINGING product, (iii) modify the SOFTWARE so that it is non-INFRINGING, or (iv) accept the return of the INFRINGING SOFTWARE and refund a pro-rated portion of the SOFTWARE USAGE & SUPPORT FEES paid for the INFRINGING SOFTWARE, based on a 3-year product life.

5.2 Limitation of Remedies and Damages. IN NO EVENT WILL FLOCK9 OR ITS SUPPLIERS OR AFFILIATES BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (LUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLOCK9 CUMULATIVE LIABILITY AND END USER'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING FROM THIS AGREEMENT, AND REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO NO GREATER THAT THE AMOUNT OF FEES PAID TO FLOCK9 UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RELATE TO PARTICULAR ITEMS OF THE SOFTWARE OR SERVICES PROVIDED BY FLOCK9, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT SOFTWARE OR SERVICES ONLY. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO ACTION MAY BE BROUGHT AGAINST

FLOCK9 LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION OCCURRED, AND EXCEPT AS PROVIDED IN SECTION 5.1, IN NO EVENT WILL FLOCK9 BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS OF ANY NATURE BROUGHT BY ANY THIRD PARTY AGAINST THE END USER.

5.3 <u>Indemnification by the END USER.</u> The END USER shall and hereby agrees to defend, indemnify and hold harmless FLOCK9 and its affiliates and each of FLOCK9 and its affiliates' officers, directors, employees and agents (each, an "INDEMNITEE") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses urred (legal, accounting or otherwise) (collectively "DAMAGES") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that FLOCK9 may suffer (a "CLAIM") based upon any breach of any representation, warranty, undertaking or other obligation of the END USER under this AGREEMENT.

6 ARBITRATION

6.1 In the event that parties are unable to settle any disagreement in connection with this AGREEMENT, the matter shall be settled by arbitration before a single arbitrator in accordance with the Dutch Civil Procedure.

6.2 Such arbitration shall take place in English, in Den Hague, The Netherlands

6.3 The arbitrator shall be jointly chosen by both parties, and if they are unable to jointly choose, either PARTY may request that the arbitrator be nominated by a Justice of the Superior Court.

6.4 The arbitrator will have the authority to determine the rules to apply to the arbitration and may issue interim orders as he or she determines are appropriate.

6.5 The duly-rendered decision of the arbitrator shall be the exclusive, final and binding resolution of the dispute.

6.6 All costs of the arbitration, including the costs of any record or transcripts of the arbitration, administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne equally by the parties.

7 NOTICES

7.1 Any notice, demand, consent or other communication to be given in connection with this AGREEMENT (collectively and individually the "NOTICE") shall be in writing and addressed to the following addressee(s) at the following address(es) or such other addresses as a PARTY may specify from time to time by NOTICE:

      If to FLOCK9:   FLOCK9 BV., attn, CEO
                         Email: info@flock9.io
                         Dammekant 54
                         2411CE Bodegraven

      If to END USER: As provided by END USER

7.2 NOTICES may be delivered by hand, overnight courier service (e.g., FedEx, DHL, UPS) registered or certified mail (first class postage prepaid) or email and shall be deemed to have been received as follows:

7.3 If delivered by hand, then at the time of delivery to a person who appears reasonably to be responsible for acceptance of the delivery on behalf of such PARTY to this AGREEMENT.

7.4 If sent by email, then at the time of confirmed transmission provided a confirmation copy is sent within twenty-four (24) hours after the transmission.

7.5 If sent by registered or certified mail or by overnight courier service, then at the time of delivery or of attempted delivery in the case delivery cannot be completed due to no fault of the sender or carrier.

7.6 If the time of such deemed receipt as provided in the preceding paragraph is not during the customary hours of business, the NOTICE shall be deemed to have been received at 10:00 a.m. at the place of delivery on the first customary day of business thereafter.

7.7 All NOTICES shall be in the English language.

8 GENERAL PROVISIONS

8.1 <u>Preamble and Schedules</u>. The preamble and the Schedules to this AGREEMENT form an integral part hereof.

8.2 <u>Headings.</u> Headings are for reference purposes and do not in any way affect the interpretation of this AGREEMENT.

8.3 <u>Force majeure.</u> If the performance of any of the obligations contained in this AGREEMENT is delayed, prevented, restricted or otherwise hindered by act of God, serious fire, war, riots, flood, earthquake, epidemic or other conditions beyond the control of either PARTY, performance hereunder by such PARTY, to the extent so hindered, shall be provided such PARTY has taken all proper precautions, due care and reasonable alternative measures with the objective of avoiding or otherwise minimizing the hindrance and promptly resuming performance hereunder once the situation has been resolved. Any PARTY claiming the benefit of this paragraph shall promptly give notice thereof to the other PARTY including sufficient information as to the cause. This section does not limit either PARTY's obligation to take reasonable steps to follow its normal disaster recovery procedures or END USER's obligation to pay for services provided.

8.4 <u>Entire Agreement.</u> This AGREEMENT sets forth the entire AGREEMENT and understanding between the parties with respect to the subject matter of this AGREEMENT and merges, supersedes and cancels all prior discussions, representations, inducements, promises, undertakings, understandings, agreements or otherwise, whether oral, in writing or otherwise, between the parties with respect to such subject matter.

8.5 <u>Further Agreements and Actions</u>. The parties agree to cooperate with each other and execute and deliver such further or other documents and assurances and do such other acts as may, from time to time, reasonably be required or deemed useful by the other PARTY to effectively carry out or better evidence or perfect the full intent and meaning of this AGREEMENT or to otherwise give effect to the provisions of this AGREEMENT.

8.6 <u>Independent Contractors.</u> Each PARTY is an independent contractor and does not have any power (nor will it represent itself as having any power) to in any way enter into commitments or contracts, assume obligations, give any warranties, make any representation or ur liability of any kind in the name of the other PARTY or on behalf of the other PARTY or to otherwise bind or obligate the other or to assume or create any expressed or implied obligation or responsibility on behalf of the other or in the other's name. Nothing in this AGREEMENT shall be construed to create a relationship of
partners, joint ventures, fiduciaries, master-servant, agency or other similar relationship between the parties.

8.7 <u>Severability.</u> Each of the parties agrees that notwithstanding anything otherwise contained in this AGREEMENT, in the event that any clause, term or provision of this AGREEMENT or any portion thereof is determined by any court having jurisdiction thereof, arbitrator or other tribunal of competent jurisdiction to be invalid, unenforceable, in conflict with any applicable law or regulations or otherwise illegal, this AGREEMENT shall continue in full force and effect as if the offending clause, terms and provisions hereof or portion thereof are no longer incorporated herein.

8.8 <u>Waiver of Default</u> The failure of any PARTY at any time to take action against the other PARTY, or the failure of either PARTY to terminate the present AGREEMENT as provided herein, shall not affect either PARTY's right to require full performance of this AGREEMENT at any time thereafter, and the waiver by either PARTY of a breach of any provision of this AGREEMENT shall not constitute a waiver of any subsequent breach thereof nor nullify the effectiveness of such provisions or the right of such PARTY to demand redress for their respective losses, damages and prejudices.

8.9 <u>Assignment</u>. Neither PARTY has the right to assign and/or transfer the rights and/or obligations created pursuant to the terms of this AGREEMENT to any third party or third parties, even partially, without the prior written consent of the other PARTY. Upon the other PARTY's consent, the assignee will then be subrogated to the rights and obligations of the assignor under this AGREEMENT.

Notwithstanding the previous paragraph:
- A PARTY may assign this AGREEMENT, without the prior consent of the other PARTY, to any entity of the group to which it belongs and to any subsidiary or company in which it has a direct or indirect participation
- A PARTY may assign this AGREEMENT, without the prior consent of the other PARTY to a successor to its entire business, in the event of a merger or sale of all or substantially all of the equity or assets of such PARTY or a change in control, provided that such a successor has no business conflict, conflict of interests and is not a competitor of the remaining PARTY to this AGREEMENT. In this case, the assignor undertakes to inform the other PARTY at least thirty (30) days in advance.
- In the event of the normal expiry of the agreement between the END USER and the Delegating Authority, the Delegating Authority or the new delegate shall become, upon request, a new licensee, in its own name. FLOCK9 already expressly accepts the aforestated as long as a commercial agreement is agreed upon between the Delegating Authority or the new delegate and FLOCK9, the Delegating Authority or the new delegate pays the corresponding LICENSE FEES as well as SERVICE FEES or other required fees, and the Delegating Authority or the new delegate undertakes to be bound by a EULA. The END USER undertakes to inform FLOCK9 in advance and in writing of such request by the Delegating authority or the new delegate.
- In the event that the agreement would be subject to an assignment before the end of its term, the assignee shall become a new licensee, in its own name. FLOCK9 already expressly accepts the aforestated as long as a commercial agreement is agreed upon between the assignee and FLOCK9, the assignee pays the corresponding LICENSE FEES as well as SERVICE FEES or other required fees, and the assignee undertakes to be bound by a EULA. The END USER undertakes to inform FLOCK9 in advance and in writing, of this situation.
- In the event of a termination of the agreement, the Delegating Authority or the new delegate of the Agreement shall become, upon request, a new licensee, in its own name. FLOCK9 already expressly accepts the aforestated as long as a commercial agreement is agreed upon between the Delegating Authority or the new Delegate and FLOCK9, the Delegating Authority or the new Delegate pays the corresponding LICENSE FEES as well as SERVICE FEES or other required fees, and the Delegating Authority undertakes to be bound by a EULA. The END USER undertakes to inform FLOCK9 in advance and in writing of such request by the Delegating authority or the new delegate.
- In the event of the implementation of a Governance committee for END USER, the Governance committee may, upon request, become itself temporarily, a new licensee, in its own name. FLOCK9 already expressly accepts the aforestated as long as a commercial agreement is agreed upon between the Governance committee and FLOCK9, the Governance committee pays the corresponding LICENSE FEES as well as SERVICE FEES or other required fees, and the Governance committee agrees to be bound by a EULA. The END USER undertakes to inform FLOCK9 in advance and in writing, of these new circumstances.
- In the above-mentioned cases, once a commercial agreement and a EULA is signed between the new party and FLOCK9, the new party shall be considered to be liable for its own actions and the END USER cannot in any way be held responsible for a possible breach of the commercial agreement, or of the EULA by this new party.
- Nonetheless, the END USER shall continue to be bound by this AGREEMENT for its other clients.

8.10 Successors and Assigns. Subject to the provisions of the preceding paragraph, this AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

8.11 Applicable law. This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the Netherlands.